

Nov 1 10 45 AM '94

## Please Record and Return To:

Griffin, Clift, Everton & Thornton  
965 Ridge Lake Blvd Suite 100  
Memphis, TN 38120  
Loan #94-18119  
901-767-7460

~~PREPARED BY~~

BK 733 PG 558

W.E. DAVIS CH. CLK.

## Deed Of Trust Modification and Extension Agreement

by S. Cleveland et

THIS AGREEMENT, made Effective as of this 28th day of October, 1994 by and between Barry A. McDonald and Donna R. McDonald, Husband and Wife, hereinafter called "Borrower" and Carl L. Brown and Company, hereinafter called "Lender".

## RECITALS:

- A. Lender is the owner and holder of that certain Deed Of Trust (the "Original Deed Of Trust") dated May 10, 1994, made by the Borrower to Lender recorded in Official Records Book 709, Page 24, Chancery Court Clerks Office of Desoto County, Mississippi, securing a debt evidenced by a promissory note (the "Original Note") dated May 10, 1994, in the Original amount of \$145,000.00: the original Deed Of Trust encumbers property more particularly described in exhibit "B" hereinafter identified.
- B. Borrower, the owner in fee simple of all of the property subject to the Original Deed Of Trust, has requested Lender to modify and extend Original Note and Original Deed Of Trust, and the parties have mutually agreed to modify the terms thereof in the manner hereinafter appearing.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth and in consideration of the sum of TEN DOLLARS (\$10.00), each to the other in hand paid, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. The unpaid principal balance of Original Note is ONE HUNDRED FORTY-FIVE THOUSAND (\$145,000.00) Dollars and the interest has been paid to OCTOBER 28, 1994.
2. The maturity of the Original Note is hereby extended to NOVEMBER 1, 2024, The Original Note shall hereafter be paid in accordance with the terms of the amended and restated note identified in paragraph 3 hereof.
3. In order to evidence Borrower's continuing obligations to the Lender, as amended and modified herein, the Borrower has this date executed and delivered to the Lender Addendum To Deed Of Trust Note in the form attached hereto as Exhibit "A" and made a part hereof (the "Note"), modifying, extending and restating the terms and provisions of the Original Note.
4. The terms and provisions of the Original Deed Of Trust are amended and modified in accordance with the terms and provisions of Exhibit "B", attached hereto and incorporated herein by references, entitled "Addendum to Deed Of Trust".
5. The Borrower hereby reaffirms all of its obligations set forth in Note and Deed Of Trust and agrees to perform each and all covenants, agreements and obligations in Deed Of Trust and Note and to be bound by each and all of the terms and provisions of the Note and Deed Of Trust as herein modified.
6. The property described in Deed Of Trust, less any part thereof that may have heretofore been released, shall in all respects be subject to the lien, charge and encumbrance of Deed Of Trust and nothing herein contained or done shall affect the lien, charge or encumbrance affected by the Deed Of Trust, or the priority thereof over other liens, charges, encumbrances or conveyances.
7. Nothing herein invalidates or shall impair or release any covenants, condition, agreement or stipulation in Original Note or the Original Deed Of Trust shall continue in full force and effect and the undersigned further covenant and agree to perform and comply with and abide by each of the covenants, agreements, conditions and stipulations of Note and Deed Of Trust. The exhibit A of the Original Deed of Trust is hereby deleted.
8. In case of any installment of interest or principal of Note is not promptly paid as it becomes due and payable according to the terms and tenor thereof, or if each and every of the stipulations, agreements, covenants and conditions of Note and Deed of Trust, and of these presents, any or either, are not duly preformed, complied with, and abided by, all other sums provided for in and by Note and Deed Of Trust, shall be immediately due and payable and suit may be brought on Note and/or Deed Of Trust may be foreclosed in the manner and be fully and completely and with the same effect as if said indebtedness of Note were originally stipulated to be paid on that date had otherwise matured, anything in the Note and Deed Of Trust, or herein, to the contrary notwithstanding.



Page Two  
Modification and Extension Agreement  
Loan # 94-18119

9. All Lender's rights against parties, including but not limited to all parties secondarily liable, are hereby reserved.
10. This agreement shall be binding upon and shall inure to the benefit of their heirs, executors, administrators and assigns, or successors and assigns of the respective parties hereto.
11. All pronouns and all variations thereof shall be construed so as to refer to the masculine, feminine, neuter, singular and plural form thereof as required by the identity of the person or persons or the situation.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto effective the day and year first above written.

Signed, sealed and delivered in the presence of

Witness

CHRIS THARNTON

Print Witness Name

Cheryl G. Lehmberg

Witness

Print Witness Name Cheryl G. Lehmberg

Carol Kithcart

Witness

Print Witness Name Carol Kithcart

Witness

Print Witness Name

State of Tennessee

County of Shelby

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, the within named Barry A. McDonald and Donna R. McDonald who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal of office, this 28th day of October, 1994

My Commission Expires

7/12/98

Barry A. McDonald

Borrower BARRY A. MCDONALD

Donna R. McDonald

Borrower DONNA R. MCDONALD

Borrower

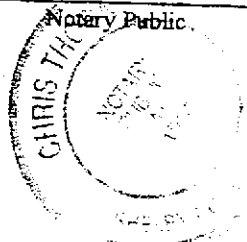
CARL L. BROWN AND COMPANY

BY:

Bryan Ashby

Name: Bryan Ashby

Title: Assistant Vice President



Page Three  
Modification and Extension Agreement  
Loan # 94-18119

State of Missouri

County of Jackson

On this the 28th day of October, 1994, before me personally appeared Bryan Ashby, with whom I am personally acquainted, and who, upon oath acknowledged himself/herself to be the Assistant Vice President of Carl I Brown and Company, the within named corporation and that such Assistant Vice President, being authorized to do so, executed and delivered the foregoing instrument for purposes therein contained by signing the name of the corporation by himself/herself as such Assistant Vice President..

WITNESS my hand and notarial seal at office the day and year above written.

Karen Chamberlain  
Notary Public

My Commission Expires:

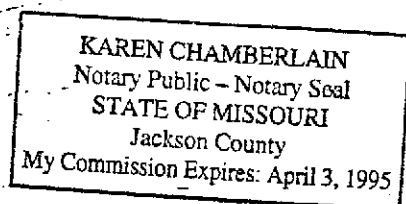


EXHIBIT "A"

ADDENDUM TO DEED OF TRUST NOTE

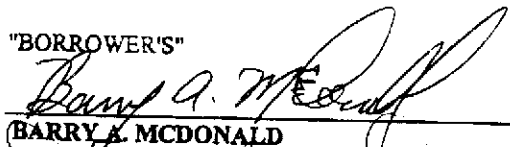
WHEREAS, Lender and Borrower desire to modify said Deed Of Trust Note and change the loan amount and principal and interest payment of said Note evidencing indebtedness as stated and secured by aforesaid document.

NOW THEREFORE, in consideration of mutual covenants and agreements contained herein, and other good and valuable consideration, it is agreed,

1. That the unpaid principal balance of the first Note upon the date of this instrument is changed to \$145,000.00.
2. That the Borrowers as evidenced by their signatures on the attached Deed Of Trust Modification Agreement hereby promise and agree to pay the indebtedness of \$145,000.00 at the initial interest rate of NINE AND NO/100 PERCENT per annum (9.000%). First payment of principal and interest in the amount of \$1166.70 shall be due on DECEMBER 1, 1994, and on the 1st day of each month thereafter until the maturity date of NOVEMBER 1, 2024. Monthly Deed Of Trust payments shall be first applied to interest and the balance toward the unpaid principal balance of indebtedness. Mortgagors understand that if any payment is received after fifteen (15) days of the due date a late charge of 5% will be assessed.

IN ALL OTHER RESPECTS, said Deed Of Trust contract shall remain in full force and effect, and the said Borrowers promise and agree to pay said indebtedness as herein stated and to perform all of the obligations of said Deed Of Trust contract as herein revised.

"BORROWER'S"

  
BARRY A. MCDONALD

  
DONNA R. MCDONALD

Loan Number: 9407792

## EXHIBIT "B"

## ADDENDUM TO DEED OF TRUST

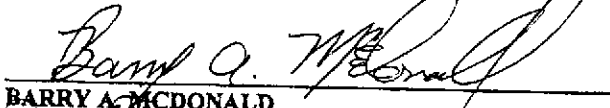
WHEREAS, Lender and Borrower desire to modify said Deed Of Trust Note and change the loan amount and principal and interest payment of said note evidencing indebtedness as stated and secured by aforesaid document.

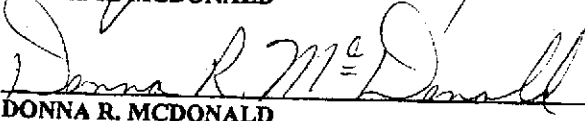
NOW THEREFORE, in consideration of mutual covenants and agreements contained herein, and other good and valuable consideration, it is agreed,

1. The unpaid principal balance of the first Note upon the date of this instrument is changed to (\$145,000).
2. That the Borrower as evidenced by their signatures on the attached Deed Of Trust Modification Agreement hereby promise and agree to pay the indebtedness of \$145,000.00 at the initial interest rate of NINE AND NO/100 PERCENT per annum (9.000%). First payment of principal and interest in the amount of \$1166.70 shall be due on DECEMBER 1, 1994 and on the 1st day of each month thereafter until the maturity date of NOVEMBER 1, 2024. Monthly Deed Of Trust payments shall be first applied to interest and the balance toward the unpaid principal balance of indebtedness. Borrowers understand that if any payment is received after fifteen (15) days of the due date, a late charge of 5% will be assessed.

IN ALL OTHER RESPECTS, said Deed Of Trust contract shall remain in full force and effect and the said Borrower promise and agree to pay said indebtedness as herein stated and to perform all of the obligations of said Deed Of Trust contract as herein revised.

"BORROWERS"

  
BARRY A. MCDONALD

  
DONNA R. MCDONALD

## LEGAL DESCRIPTION:

Lot 12, Section A, Plum Point Villages Subdivision, in Section 6, Township 2 South, Range 7 West, as shown on plat of record in Plat Book 25, Pages 10-11, in the Office of the Chancery Clerk of DeSoto County, Mississippi.